

May 1, 2007

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ARNOLD COOKSON, CPPB
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4553

SUBJECT: **AWARD NOTICE**
CONTRACT NO. 06-557A-AC
CYBER SECURITY/DISASTER RECOVERY STAFFING SERVICES

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a two (2) year period from May 1, 2007 through April 30, 2009. Each contract may be renewed for two (2) additional one year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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VENDOR INFORMATION	
<u>BACKBONE SECURITY, INC.</u> RR 5 Box 5282 Upper Cherry Valley Road Saylorsburg, PA 18353 Contact : Glenn D. Watt Phone: 1-888-805-4331 FEIN: 55-0776665 Email: glenn.watt@backbonesecurity.com	<u>SEND PURCHASE ORDERS TO:</u> Barbara George Business Manager RR5 Box 5282 Upper Cherry Valley Road Saylorsburg, PA 18353 Phone: 1-888-805-4331

VENDORS: (continued)

VENDOR INFORMATION (continued)	
<u>STROHL SYSTEMS GROUP, INC.</u> 631 Park Avenue King of Prussia, PA 19406 Contact: Aaron Callaway Phone: 610-768-4120 Fax: 610-768-4135 FEIN: 23-2083518 Email: acallaway@strohlsystems.com	<u>SEND PURCHASE ORDERS TO:</u> Same
<u>INTERGRATED COMPUTER SOLUTIONS, INC.</u> 200 Interstate Park Drive, Suite 236 Montgomery, AL 36109 Contact: Chuck Beckett Phone: 334-270-2892 ext. 1024 Fax: 334-270-2896 FEIN: 72-1361825 Email: contracting@ICSInc.com	<u>SEND PURCHASE ORDERS TO:</u> Same
<u>JANUS ASSOCIATES, INC.</u> 9 West Broad Street Stamford, CT 06902 Contact: Patricia A. P. Fisher Phone: 203-251-0200 Fax: 203-251-0222 FEIN: 59-2926886 Email: patriciaf@janusassociates.com	<u>SEND PURCHASE ORDERS TO:</u> Same

4. **SHIPPING TERMS:**

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F.O.B. destination, freight pre-paid.

5. **PRICING:**

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Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

AWARDED VENDORS AND AWARDED CATEGORIES

Category	Backbone Security	Strohl Systems Group, Inc.	Integrated Computer Solutions, Inc.	Janus Associates, Inc.
Information Security Education & Awareness Specialist				
Level 1			X	X
Level 2			X	X
Level 3	X		X	X
Information Security Analyst				
Level 1	X		X	X
Level 2	X		X	X
Level 3	X		X	X
Information Security Policy & Standards Advisor				
Level 1	X		X	X
Level 2	X		X	X
Level 3	X		X	X
Senior Security Consultant/Trusted Advisor				
Level 1			X	X
Level 2			X	X
Level 3	X		X	X
Information Technology Auditor				
Level 1			X	X
Level 2			X	X
Level 3			X	X
Disaster Recovery Specialist				
Level 1			X	X
Level 2		X	X	X
Level 3		X	X	X

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BACKBONE SECURITY CONTRACT PRICING

Category	Hourly Rates
Information Security Education and Awareness Specialist	
Level 1	No Award
Level 2	No Award
Level 3	\$ 256.00
Information Security Analyst	
Level 1	\$ 80.00
Level 2	\$ 90.00
Level 3	\$ 120.00
Information Security Policy and Standards Advisor	
Level 1	\$ 80.00
Level 2	\$ 90.00
Level 3	\$ 120.00
Senior Security Consultant/Trusted Advisor	
Level 1	No Award
Level 2	No Award
Level 3	\$ 256.00
Information Technology Auditor	
Level 1	No Award
Level 2	No Award
Level 3	No Award
Disaster Recovery Specialist	
Level 1	No Award
Level 2	No Award
Level 3	No Award

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STROHL SYSTEMS GROUP, INC CONTRACT PRICING

Category	Hourly Rates
Information Security Education and Awareness Specialist	
Level 1	No Award
Level 2	No Award
Level 3	No Award
Information Security Analyst	
Level 1	No Award
Level 2	No Award
Level 3	No Award
Information Security Policy and Standards Advisor	
Level 1	No Award
Level 2	No Award
Level 3	No Award
Senior Security Consultant/Trusted Advisor	
Level 1	No Award
Level 2	No Award
Level 3	No Award
Information Technology Auditor	
Level 1	No Award
Level 2	No Award
Level 3	No Award
Disaster Recovery Specialist	
Level 1	No Award
Level 2	\$ 165.00 - \$ 200.00
Level 3	\$ 200.00 - \$ 250.00

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INTERGRATED COMPUTER SOLUTIONS, INC. CONTRACT PRICING

Category	Hourly Rates
Information Security Education and Awareness Specialist	
Level 1	\$ 95.00
Level 2	\$ 125.00
Level 3	\$ 150.00
Information Security Analyst	
Level 1	\$ 95.00
Level 2	\$ 125.00
Level 3	\$ 150.00
Information Security Policy and Standards Advisor	
Level 1	\$ 95.00
Level 2	\$ 125.00
Level 3	\$ 150.00
Senior Security Consultant/Trusted Advisor	
Level 1	\$ 95.00
Level 2	\$ 125.00
Level 3	\$ 150.00
Information Technology Auditor	
Level 1	\$ 95.00
Level 2	\$ 125.00
Level 3	\$ 150.00
Disaster Recovery Specialist	
Level 1	\$ 95.00
Level 2	\$ 125.00
Level 3	\$ 150.00

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JANUS ASSOCIATES, INC. CONTRACT PRICING

Category	Hourly Rates
Information Security Education and Awareness Specialist	
Level 1	\$ 105.00
Level 2	\$ 110.00
Level 3	\$ 135.00
Information Security Analyst	
Level 1	\$ 115.00
Level 2	\$ 135.00
Level 3	\$ 155.00
Information Security Policy and Standards Advisor	
Level 1	\$ 130.00
Level 2	\$ 137.00
Level 3	\$ 145.00
Senior Security Consultant/Trusted Advisor	
Level 1	\$ 155.00
Level 2	\$ 170.00
Level 3	\$ 185.00
Information Technology Auditor	
Level 1	\$ 135.00
Level 2	\$ 155.00
Level 3	\$ 175.00
Disaster Recovery Specialist	
Level 1	\$ 125.00
Level 2	\$ 145.00
Level 3	\$ 175.00

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. REQUIREMENTS:

This contract is issued to cover the requirements for Cyber Security/Disaster Recovery Staffing Services for all State Agencies and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

10. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

14. PRICE ADJUSTMENT:

If agreement is reached to extend this contract beyond the initial two (2) year period, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

15. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check, ACH transfer and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. All services delivered during the life of the contract shall be of the same type as specified or accepted as part of the proposal unless specific approval is given by Government Support Services to do otherwise.

16. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the parties.

17. MANDATORY USAGE REPORT:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested offerors.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format (see attachment 1)** detailing the purchasing of all items on this contract. The format to be followed is described herein (attachment 1) and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

18. CYBER SECURITY LIABILITY

It shall be the duty of the Vendor to reasonably ensure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

19. FUTURE BENEFITS

The contractor shall pass on to the State any more favorable terms, conditions and pricing that are driven by market conditions or technological advancement, when such favorable terms, conditions and pricing are based upon executed contracts with other State or other large users of equivalent systems, components or services.

20. STANDARD PRACTICES:

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI. If any service, or deliverable furnished by a contractor(s) does not conform to DTI standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards or practices.

21. CONFIDENTIALITY AND DATA INTEGRITY:

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, signed and submitted as a part of the RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

22. SECURITY:

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

23. ACCEPTABLE USE POLICY:

The successful offeror will abide by the State of Delaware Acceptable Use Policy, found at <http://dti.delaware.gov/information/AUP.pdf>. Signed Acknowledgment Statements from all key project personnel are required before project work begins.

24. BACKGROUND VERIFICATION:

The awarded contractor(s) are responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks including criminal background checks on all applicants prior to filling any State of Delaware position. All costs associated with background verification are to be paid by the vendor

25. WORK AUTHORIZATIONS:

When a specific need for IT staffing or services arises, the state will submit the business requirements and technical specifications to any of the awarded/approved contractor(s) for estimates. The information submitted by the state will indicate whether the work is to be performed on-site, off-site or some combination of same. The requested contractor(s) interested in performing the required work shall submit a proposal, which must incorporate the business requirements and technical specifications.

The proposal must also identify:

- The security staffing service category or categories involved.
- The qualified individual(s) who will perform the work, together with their resumes.
- The number of person days, to the nearest tenth of a day, for each individual, based on an eight-hour day.
- The daily bid rate for each individual, based on the security staffing service category.
- The cost for each individual.
- The total cost of the proposal.
- The deliverables and a schedule for their completion.
- The payment schedule, which must be based on a deliverable schedule, approved by the state.

A contractor must indicate in the proposal if: 1) costs are on a time and material basis, using the contract rates, but not to exceed the total cost shown, or 2) the total cost shown is a fixed price based on the contract rates.

Each proposal received will be reviewed by the state to determine if it meets both the business requirements and the technical requirements required. The state will select a contractor(s) based on particular skills, past experience, availability, cost and other factors. The choice of a contractor(s) rests solely with the state.

Actual work will then be authorized. Vendors are not authorized to begin work prior to receiving authorization. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the scope, specifications or any special instructions once they are received by the Contractor(s).

For work costing \$2,500.00 or more, a State of Delaware purchase order is also required. No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office.